UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ESTATE OF CHRISTOPHER MAYNARD, *deceased, by and through its administrator,* ARTHUR MAYNARD, Plaintiff, vs. ALLEN MACKLEY and CMIVFX, INC., *an Oregon Corporation,* Defendants.	**CASE No.** *Civil Action* **VERIFIED COMPLAINT**

Plaintiff, the Estate of Christopher Maynard (the "Estate" or "Plaintiff"), by way of Verified Complaint against Defendants Allen Mackley ("Mackley") and CMIVFX, Inc. ("CMIVFX") (collectively, the "Defendants"), hereby alleges and states as follows :

NATURE OF CASE

1. The Estate commences this litigation to enjoin and restrain the Defendants from, *inter alia*, the continued misappropriation of the Estate's intellectual property and conversion of the Estate's payment accounts resulting from Defendants violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, and related federal and state laws. By way of this Verified Complaint, the Estate seeks: (a) the recovery of any and all revenues enjoyed by Defendants as a result of their misappropriation of the Estate's intellectual property and related wrongful acts set forth in greater detail below, and, more critically, (2) the immediate imposition of temporary restraints and permanent injunctive relief preventing Defendants from causing irreparable harm to the Estate's legitimate business interests.

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PARTIES AND STANDING

2. Immediately prior to his death, Christopher Maynard ("Christopher") resided at 25 Spring Street, Apartment 506, Princeton, NJ 08542-6934.

3. Christopher was the sole member of CMI Studios, LLC, d/b/a "cmiVFX" ("CMI").

4. CMI was a New Jersey limited liability company with a principal place of business at 25 Spring Street, Apartment 506, Princeton, NJ 08542-6934.

5. Pursuant to N.J.S.A. § 42:2C-48(a)(3), CMI was dissolved on or about August 25, 2016 as a successor member was not named within ninety (90) days following Christopher's death.

6. Thus, all tangible and intangible assets of CMI passed to the Estate.

7. Upon information and belief, Mackley is an individual residing at 63480 Sandridge Road, La Grande, Oregon 97850.

8. CMIVFX is an Oregon Corporation with a principal place of business located at 63480 Sandridge Road, La Grande, Oregon 97850.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1338, and 1367. Plaintiff's claims arise under federal law and, to the extent they arise under state law, this Court has supplemental jurisdiction.

10. Additionally, this Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332(a), inasmuch as complete diversity of citizenship exists between the parties and the amount in controversy is in excess of $75,000.

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11. Venue is appropriately laid in the United States District Court for the District of New Jersey, under and pursuant to 28 U.S.C. §1391(b)(2) as the Plaintiff's principal place of business is located within the District of New Jersey and a substantial part of the events or omissions giving rise to the claim occurred is situated within the District of New Jersey.

MATERIAL FACTS

Formation and History of CMI

12. CMI was a business engaged in the production and sales of high end video training for the visual effects industry.

13. The idea behind CMI was manifested by Christopher in or around 2004, while Christopher attended college.

14. Since its inception in or around 2004, CMI has operated under various trade names and marks, including but not limited to, "Chris Maynard Images," "cmiStudios," and "CMI" among others. Attached as Exhibit "A" is a true and correct copy of an interview with Christopher detailing the history and business behind CMI.

15. Since approximately 2011, CMI has utilized the trade name of "cmiVFX" and is universally recognized under that name. *See* Id.

16. Christopher formally the limited liability company behind CMI on or about March 26, 2014.

17. Prior to that CMI had been operated as a sole proprietorship.

18. Christopher was the sole member of CMI.

19. CMI conducted a substantial portion of its business on the internet.

20. As part of its business, CMI offered subscriptions and *a la carte* access to its library of its visual effects training videos as well as contract work in the visual effects industry.

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21. In furtherance of its business, CMI maintained a PayPal account, through which it received payment for its services, including, but not limited to all invoicing, vendor and royalty payment.

Christopher's Death and the Administrator of the Estate

22. On or about May 27, 2016, Christopher passed away.

23. Christopher died without a will.

24. At the time of his death, Christopher had two living relatives, his mother Vicki Borgos and his father Arthur Maynard ("Arthur").

25. On or about June 13, 2016, Christopher's estate was submitted to probate before the Mercer County Surrogate's Court and Arthur was appointed as the administrator of the Estate (hereinafter, reference to Arthur shall be with regard to his capacity as the administrator of the Estate).

26. Arthur immediately obtained access to CMI's PayPal account and changed the login and PIN for security reasons.

27. In the course of making funeral arrangements, Arthur notified Christopher's friends and family.

28. Among those contacted was Brian Chiorello ("Brian"), one of Christopher's dearest childhood friends.

29. Soon after, Brian contacted Arthur regarding CMI and inquired about the future of the company. Attached as Exhibit "B" is a true and correct copy of electronic correspondence between Arthur and Brian dated June 7, 2016.

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30. Arthur informed Brian that CMI was still up and running at that time, but that Arthur was unfamiliar with the specifics of the operation as an investigation had not yet been conducted.

31. Arthur explained to Brian that options would be explored and that Arthur's information technology company would handle continuing operations in the short term.

32. Brian mentioned that he had worked for CMI from time to time and had a good understanding on how it worked and would be willing to help.

Defendants First Attempt To Acquire CMI

33. On or about June 7, 2016, Brian introduced Arthur to Mackley, a contractor of CMI who maintained CMI's website.

34. During that conversation, Brian said that he was contacted by Mackley regarding payment on an outstanding invoice for services rendered to CMI. *See* Id.

35. Arthur requested that Mackley send an official invoice with work completed for review and payment. *See* Id.

36. In response, Mackley and Brian initiated a dialogue regarding the future of CMI, but Arthur reiterated that CMI would be maintained by information technology company for the short term.

37. Mackley and Brian expressed an interest in purchasing CMI and requested pricing information from Arthur.

38. Utilizing the EBITDA valuation method, Arthur conveyed a purchase price to Mackley and Brian.

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39. Mackley and Brian responded that Arthur's purchase price was in excess of what they were willing and/or capable of spending and countered with a new proposal to purchase CMI.

40. In addition, Mackley sent the aforementioned invoice with the proposal. Attached as Exhibit "C" is a true and correct copy of electronic correspondence between Arthur and Brian dated June 7, 2016.

41. In the context of negotiations, Brian explained to Arthur that Mackley's work with CMI represented approximately 75% of Mackley's annual income and thus, the business was important to Mackley.

42. On or about June 13, 2016, Arthur paid Mackley's invoice on behalf of CMI out of Christopher's PayPal account.

43. That same day, Mackley and Brian called Arthur to discuss their proposal and requested access to CMI's business and sales activity. Arthur allowed both Brian and Allen to review some of the PayPal account.

44. Later that day, Arthur rejected Mackley and Brian's proposal with a counter-offer. Several exchanges of offers followed, but never resulted in an agreement. Attached as Exhibit "D" is a true and correct copy of electronic correspondence between Arthur, Brian, and Mackley dated June 13, 2016.

45. Ultimately, Arthur concluded the day by calling off all negotiations. Arthur expressed that his information technology company would proceed with the relocation and operation of CMI.

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Defendants Second Attempt to Acquire CMI

46. Soon after, Mackley contacted Arthur and expressed an interest in a stockholder deal whereby Mackley would acquire an interest in a newly formed corporation. Attached as Exhibit "E" is a true and correct copy of electronic correspondence between Arthur and Mackley from June 30, 2016 to July 25, 2016.

47. Arthur and Mackley reached a tentative agreement whereby, a new corporation would be created in which Mackley would hold a fifty (50) percent interest, Arthur would hold a (25) percent interest, and the balance of the shares (25%) would be held as treasury stock.

48. Mackley would become the Chief Executive Officer and President of the new corporation.

49. Arthur would become the Treasurer and Secretary.

50. Arthur would develop the stockholders agreement and by-laws before year end.

51. While an agreement was never reached, it was understood between Arthur and Mackley that the stockholder's agreement and by-laws would require a quorum of one-hundred (100) percent of the existing shareholders for a vote regarding any amendment to the by-laws.

52. Mackley would maintain the operation of CMI and would receive a salary cap of $1,500.00 per week as compensation.

53. Arthur would receive a fifteen (15) percent gross royalty at year end, with forgiveness for the first half of 2016.

54. Arthur additionally proposed including Brian as a shareholder, but Mackley rejected that proposal by stating that Brian was needless overhead and that Brian did not want to be involved unless he had full and exclusive ownership of CMI with Mackley.

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55. In furtherance of this tentative agreement, Mackley began preparation of the incorporation papers.

56. The first draft of the incorporation papers listed the new corporation as an "S" corporation rather than the discussed "C" corporation.

57. On or about June 20, 2016, Arthur confirmed the details of the tentative agreement with Mackley.

Defendants Repudiate the Tentative Agreement and Highjack CMI

58. On or about June 21, 2016, Mackley incorporated CMIVFX in the state of Oregon.

59. On or about June 21, 2016, Mackley requested access to CMI's PayPal account to review business activity and sales.

60. In an act of good faith, Arthur provided the PIN and login information for the limited purpose of reviewing business activity and sales.

61. On or about June 23, 2016, Arthur discussed the transition of assets from CMI to CMIVFX, specifically CMI servers (with their stored content) and general equipment.

62. Arthur proposed to sell the equipment to the Allen, as the new corporation contemplated in the tentative agreement would lack capital.

63. Mackley rejected Arthur's proposal by stating that he only wanted certain assets and felt that the inclusion of those assets should have been part of the tentative agreement.

64. Arthur rejected that notion, but informed Mackley that he would give the question some thought.

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65. On or about July 5, 2016, Mackley called Arthur requesting to amend the tentative agreement by selling the twenty-five (25) percent treasury stock to a third party unfamiliar to Arthur.

66. Arthur rejected this amendment by stating that the agreement is not yet complete, specifically that the by-laws and/or stockholder agreement were not yet drafted, but noted that they could revisit the sale upon the finalization of their agreement.

67. On or about July 8, 2016, Arthur attempted to access CMI's PayPal account, but was unsuccessful as the PIN and login had been changed.

68. Arthur immediately contacted Mackley about the change. *See* Id.

69. Mackley confirmed that he had indeed changed the PayPal PIN and login because he had more rights to CMI than either Arthur or any other party. Mackley claimed that as he had done all of the work, CMI was his company and repudiated the tentative agreement. *See* Id.

70. On or about July 9, 2016, Arthur again contacted Mackley expressing disbelief regarding Mackley's words and conduct. *See* Id.

71. Arthur expressed to Allen that if there was any doubt as to ownership of the company, Mackley should contact the Mercer County Surrogate's Court. *See* Id.

72. Shortly thereafter, Mackley noted that he had indeed contacted the Mercer County Surrogate's Court and confirmed Arthur's authority. Mackley apologized and indicated that he indeed desired to move forward with the previously repudiated tentative agreement. *See* Id.

73. At that point, Mackley had still not responded to Arthur's request for the return of the PayPal account.

74. Eventually, Mackley did provide Arthur with a PIN for the PayPal account; however, the PIN provided by Mackley only authorized limited access and did not allow for any

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control of the account. Attached as Exhibit "F" is a true and correct copy of electronic correspondence between Arthur and Mackley dated August 15, 2016.

Defendants Willfully Commit False Before the USPTO

75. On or about July 9, 2016, Defendants filed an application with the United States Patent and Trademark Office ("USPTO") seeking to register a mark for Defendant, CMIVFX . Attached as Exhibit "G" is a true and correct copy of Defendants' application with the USPTO dated July 9, 2016.

76. The mark utilized the trade name of CMI, "cmiVFX." *See* Id.

77. The mark is substantially similar to the mark utilized by CMI. *Compare* Exhibit "A" with Exhibit "G."

78. Moreover, the mark and application direct the USPTO to reference CMI's website. *See* Exhibit "G."

79. As noted above, the Parties never reached a formal agreement regarding the acquisition or sale of CMI's tangible and intangible assets.

80. Thus, neither Mackley nor CMIVFX had any right or authority permitting the use of CMI's intangible property.

81. Nonetheless, Mackley signed the following declaration in connection with his application before the USPTO:

> The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application.

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> The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Id.

82. Clearly, Mackley made a willfully false statement to the USPTO as just a day earlier he had had an exchange with Arthur acknowledging Arthur's exclusive authority as administrator of the Estate.

Defendants Refuse To Either Come to An Agreement Or Return CMI Assets

83. On or about August 1, 2016, Mackley requested that Arthur turn over some specific storage devices containing CMI files and proprietary videos.

84. Concerned about Mackley's intent, Arthur spoke with Brian who informed Arthur that these devices contained most if not all of the high resolution files owned and controlled by CMI.

85. Intending to permit the tentative agreement to be made formal prior to such a transfer, Arthur informed Mackley that he would consider the request.

86. On or about October 16, 2016, Mackley again requested the Arthur send the storage devices.

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87. On or about November 29, 2016 Arthur sent Mackley a copy of the proposed stockholders agreement. Attached as Exhibit "H" is a true and correct copy of proposed shareholder agreement sent by Arthur to Mackley.

88. On or about December 8, 2016, Arthur followed up with Mackley regarding the proposed stockholders agreement.

89. Mackley replied by stating that there is no agreement and proposing alternate terms. Attached as Exhibit "I" is a true and correct copy of electronic correspondence between Arthur and Mackley dated from December 8, 2016 and December 22, 2016.

90. Despite repeated demands, Defendants refuse to return tangible and intangible property rightfully belonging to the Estate.

COUNT ONE
(Declaratory Judgment)

91. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

92. The Declaratory Judgment Act states in pertinent part, "any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought." 28 U.S.C. §2201(a).

93. Arthur and Mackley reached a tentative agreement containing certain proposed terms.

94. In an act of good faith, Arthur took affirmative steps including, but not limited to, providing access to CMI's PayPal account.

95. Mackley never tendered any consideration to the Estate in furtherance of the tentative agreement.

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96. After forming Defendant CMIVFX, Mackley promptly repudiated the tentative agreement and converted the PayPal account.

97. Pursuant to the 28 U.S.C. § 2201, the Estate is entitled to declaratory judgment nullifying the tentative agreement and affirming the Estate's exclusive ownership of CMI's tangible and intangible property.

WHEREFORE, Plaintiff the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc. declaring that the terms of the tentative agreement are null and void, together with equitable/injunctive relief, compensatory damages, incidental and consequential damages, with interest, costs of suit, reasonable attorneys' fees and court costs, and any such additional and appropriate relief as this Court may deem necessary and just.

COUNT TWO
(Injunctive Relief)

98. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

99. Defendants have maliciously interfered with the Estate's business interests, as well as its tangible and intangible property, including, but not limited to, its PayPal account, website, intellectual property, customer relationships, prospective business opportunities, brand and goodwill.

100. Through Defendants' misappropriation of CMI's Trade Secrets, tortious interference with CMI's business and other unlawful conduct alleged herein, the Estate has suffered damages to CMI's brand, reputation and goodwill, has suffered compensatory harm, and stands to suffer further immediate and irreparable harm to its business interests if Defendants are not immediately restrained and permanently enjoined from further committing the unlawful

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conduct described herein.

101. Defendants have converted for their own use CMI's Trade Secrets to unfairly and unlawfully compete with the Estate, specifically through their misappropriation of CMI's customer and contact lists, website, PayPal account and other confidential information concerning CMI's business model, events, vendors and customers.

102. Defendants have committed, and will continue to commit, this wanton and willful misconduct designed to damage the Estate and, to the extent possible, replace and succeed CMI in this industry.

103. As a direct and proximate result of the Defendants' unlawful conduct, the Estate has suffered compensatory damages and substantial harm to its reputation, brand and goodwill, and will continue to suffer such harm if Defendants are not immediately restrained and permanently enjoined from further committing the unlawful conduct described herein.

104. The harm in this case is irreparable in that it is ongoing, concrete, and non-speculative.

105. The Estate's legal rights alleged in this Verified Complaint are well-settled.

106. There are no adequate remedies at law to prevent Defendants from further engaging in the unlawful conduct described herein.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade

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Secrets, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT THREE
(Federal Trademark Infringement and False Designation of Origin)

107. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

108. CMI's trademarks are valid and subsisting trademarks in full force and effect.

109. The Estate owns CMI's trademarks.

110. CMI's trademarks have acquired secondary meaning and distinctiveness and are famous marks which are widely recognized marks by the consuming public.

111. The Defendants willfully, knowingly and intentionally used and continue to use the CMI's trademarks in commerce and with the sale of products and services without the consent or permission of the Estate.

112. The use of CMI's trademarks in connection with the unauthorized sale of products and services by the Defendants is likely to cause confusion, cause mistake or deceive because it suggests that the products and services offered for sale by the Defendants are the same as the products legitimately bearing CMI's trademarks and originating from, or sponsored, authorized, or otherwise connected with, CMI.

113. CMIVFX's name, logo, and website are substantially identical to those owned by the Estate.

114. The Defendants committed the acts alleged above with the intent to cause confusion and mistake, and to deceive.

115. The Defendants' unauthorized use of CMI's trademarks has infringed and materially damaged the value of the CMI's trademarks.

116. As a direct and proximate result of the Defendants' actions, the Estate has

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suffered and will continue to suffer great damage and irreparable harm to the business, goodwill, reputation, and profit of CMI.

117. The Estate has no adequate remedy at law for the Defendants' infringement. Unless the Defendants are permanently enjoined, the Estate will continue to suffer irreparable harm.

118. Pursuant to 15 U.S.C. § 1117(a), the Estate is entitled to an award of attorneys' fees.

119. The Court should accordingly determine that the Defendants have engaged in trademark infringement by using CMI's trademarks in commerce.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT FOUR
(False Advertising, 15 U.S.C. § 1125(a)(1)(b))

120. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

121. CMI's trademarks are valid and subsisting trademarks in full force and effect.

122. The Estate owns CMI's trademarks.

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123. CMI's trademarks have acquired secondary meaning and distinctiveness and are famous marks which are widely recognized marks by the consuming public.

124. The Defendants willfully, knowingly and intentionally used the CMI's trademark in commerce with the sale and advertising of products and services without the consent of the Estate.

125. The use of the CMI's trademarks in connection with the unauthorized sale and advertising of products and services by the Defendants is likely to cause confusion, cause mistake or deceive because it suggests that the products and services offered for sale are genuine and authentic products and services and originate from, or are sponsored, authorized, or otherwise connected with, CMI or the Estate.

126. The Defendants unauthorized and deceptive use of CMI's trademarks is material and likely to influence customers to purchase their products and services.

127. CMIVFX's name, logo, and website are substantially identical to those owned by the Estate.

128. As a direct and proximate result of the Defendants' actions, the Estate has suffered and will continue to suffer great damage and irreparable harm to the business, goodwill, reputation, and profit of CMI.

129. Pursuant to 15 U.S.C. § 1117(a), the Estate is entitled to an award of attorneys' fees.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct

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competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT FIVE
(Unfair Competition, 15 U.S.C. § 1125(a))

130. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

131. CMI's trademarks are valid and subsisting trademarks in full force and effect.

132. The Estate owns CMI's trademarks.

133. CMI's trademarks have acquired secondary meaning and distinctiveness and are famous marks which are widely recognized marks by the consuming public.

134. The Defendants willfully, knowingly and intentionally used CMI's trademarks in commerce with the sale and advertising of products and services without the consent of the Estate.

135. The use of the CMI's trademarks in connection with the unauthorized sale and advertising of products and services by the Defendants is likely to cause confusion, cause mistake or deceive an appreciable number of ordinarily prudent purchasers as to the affiliation, connection, association, sponsorship or approval of CMI's products because it suggests that the products and services offered for sale by the Defendants originate from, or are sponsored, authorized, or otherwise connected with, the Estate.

136. CMIVFX's name, logo, and website are substantially identical to those owned by the Estate.

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137. Defendants' unauthorized sale of products and services bearing the CMI's trademarks, and unauthorized use of CMI's trademarks in advertising, has materially damaged and continues to materially damage the value of the CMI's trademarks and has caused, and will continue to cause, significant damages to the Estate.

138. The Defendants' unauthorized sale of products and services bearing CMI's trademarks and unauthorized use of CMI's trademarks in advertising infringed on CMI's trademarks.

139. As a result, the Estate has suffered, and will continue to suffer, damages, including, but not limited to, loss of sales, trademark infringement and damage to their existing and potential business relations.

140. Pursuant to 15 U.S.C. § 1117(a), the Estate is entitled to an award of attorneys' fees.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just

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COUNT SIX
(Trademark Dilution, 15 U.S.C. § 1125(c))

141. The Estate repeats and hereby alleges each and every preceding paragraph of this

Verified Complaint as if fully set forth herein.

142. CMI's trademarks are valid and subsisting trademarks in full force and effect.

143. The Estate owns CMI's trademarks.

144. CMI's trademarks have acquired secondary meaning and distinctiveness and are famous marks which are widely recognized marks by the consuming public.

145. CMI's products and services were sold and purchased exclusively through its website, www.cmivfx.com.

146. CMI is widely recognized as the designated source of goods bearing CMI's trademarks.

147. The Defendants' willful use of CMI's trademarks in connection with the unauthorized sale of their products and services diluted CMI's trademarks because the products and services sold or offered for sale by the Defendants are not, in fact, genuine and authentic CMI products and services.

148. CMIVFX's name, logo, and website are substantially identical to those owned by the Estate.

149. As a result of the Defendants' unlawful actions, the reputation and goodwill associated with CMI's trademarks was harmed and the Estate has suffered, and will continue to suffer, immediate and irreparable injury.

150. Further, the Estate has suffered, and will continue to suffer, damages, including, but not limited to, loss of sales, trademark infringement and damage to their existing and potential business relations.

151. Pursuant to 15 U.S.C. § 1117(a), the Estate is entitled to an award of attorneys' fees.

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WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT SEVEN
(Common Law Trademark Infringement)

152. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

153. CMI's trademarks are valid and subsisting trademarks in full force and effect.

154. The Estate owns CMI's trademarks.

155. CMI's trademarks have acquired secondary meaning and distinctiveness and are famous marks which are widely recognized marks by the consuming public.

156. CMI is widely recognized as the designated source of goods and services bearing CMI's trademarks.

157. Defendants' knowing and willful use of CMI's trademarks in connection with the unauthorized and illegal sale or offer for sale of the Defendants' products or services without the Estate's consent infringed on CMI's trademarks.

158. The products and services sold or offered for sale by the Defendants are not, in fact, genuine and authentic CMI products or services.

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159. The Defendants' use of CMI's trademarks is likely to cause confusion, mistake or deception among consumers, who believe that the Defendants' products or services are identical to and endorsed by the Estate when, in fact, they are not.

160. CMIVFX's name, logo, and website are substantially identical to those owned by the Estate.

161. As a result of the Defendants' unlawful actions, the reputation of CMI's trademarks was harmed and the Estate has suffered, and will continue to suffer, immediate and irreparable injury.

162. Further, the Estate has suffered, and will continue to suffer, damages, including, but not limited to, loss of sales, trademark infringement, loss of goodwill associated with its products and services and damages to its existing and potential business relations.

163. As a direct and proximate result of the Defendants' unlawful acts as described herein, the Estate has suffered, and will continue to suffer, monetary damages and irreparable injury.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

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COUNT EIGHT
(Common Law and Statutory Unfair Competition, N.J.S.A. 56:4-1, *et seq.*)

164. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

165. N.J.S.A. § 56:4-1 provides: "No merchant, firm or corporation shall appropriate for his or their own use a name, brand, trademark, reputation or goodwill of any maker in whose product such merchant, firm or corporation deals."

166. N.J.S.A. § 56:4-2 provides that "[a]ny person, firm or corporation violating any of the provisions of section 56:4-1 of this title shall be liable, at the suit of the maker of such branded or trade-marked products, or any other injured person, to an injunction against such practices, and shall be liable in such suit for all damages, directly or indirectly caused, to the maker by such practices, which damages may be trebled in the discretion of the court."

167. As described above, Defendants misappropriated for their own use, or for the benefit of CMIVFX, CMI's brand, reputation and goodwill.

168. Defendants' misconduct contradicts all notions of fair play, commercial morality and substantial justice in violation of the principles established by the New Jersey Supreme Court in Lamorte Burns & Co., Inc. v. Walters, 167 N.J. 286 (2001).

169. CMI has suffered damages as a direct and proximate result of Defendants' unfair competition and violation of the New Jersey Fair Trade Act, N.J.S.A. § 56:4-1, et seq.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation,

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and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT NINE
(Computer Related Offenses, N.J.S.A. § 2A:38A-1, *et seq.*)

170. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

171. Pursuant to the New Jersey Computer Related Offenses Act, N.J.S.A. § 2A:38A-1, *et seq*. (the "CROA"), a person or business entity damaged in business or property as a result of computer related offenses has a private right of action against another and may recover compensatory damages, punitive damages, and reasonable attorneys' fees and costs of suit, including costs of investigation and litigation. N.J.S.A. § 2A:38A-3.

172. The CROA provides a civil remedy to businesses "damaged in business or property" as a result of "[t]he purposeful or knowing, and unauthorized accessing or attempt to access any computer, computer system, or computer network." N.J.S.A. § 2A:38-3(c). The CROA similarly applies to intentional "and unauthorized altering, damaging, taking or destruction of any data." N.J.S.A. § 2A:38-3(e).

173. Defendants have violated the CROA by purposefully and knowingly accessing, taking and using CMI's computer data located on various computer systems and networks, including but not limited to the CMI PayPal account and CMI's website.

174. Defendants had access to various aspects of CMI's computer systems and data.

175. Without authorization, Defendants unlawfully high jacked CMI's business and seized control of CMI's computer data.

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176. The Estate has suffered substantial compensatory damages as a direct and proximate result of the Defendants' violation of the CROA.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT TEN
(Computer Fraud and Abuse Act, 18 U.S.C. § 1030)

177. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

178. Pursuant to the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 (the "CFAA"), a person or business entity damaged in business or property in excess of $5,000.00 may bring a civil action to recover compensatory damages and injunctive relief or other equitable relief. 18 U.S.C. § 1030(g).

179. Defendants have violated the CFAA by purposefully and knowingly accessing, taking and using CMI's computer data located on various computer systems and networks, including but not limited to the CMI PayPal account and CMI's website.

180. Defendants had access to various aspects of CMI's computer systems and data.

181. Without authorization, Defendants unlawfully high jacked CMI's business and

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seized control of CMI's computer data.

182. The Estate has suffered substantial compensatory damages in excess of $5,000.00 as a direct and proximate result of the Defendants' violation of the CFAA.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT ELEVEN
(Conversion)

183. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

184. Defendants had access to CMI's data, information and other property, including but not limited to CMI's PayPal account, website, and other tangible and intangible property.

185. Without authorization, the Defendants wrongfully converted CMI's property for their direct benefit.

186. The Estate has suffered damages as a direct and proximate result of the Defendants' conversion of the Estate's property.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily,

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preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT TWELVE
(Tortious Interference with Contract/Economic Advantage)

187. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

188. CMI has built an extensive network of event contacts and customers.

189. CMI has developed profitable business models, pricing models, marketing strategies, business strategies and other trade secrets.

190. CMI has developed a strong reputation, brand and following.

191. The Estate possesses a reasonable expectation of economic advantage in CMI's customers, networks, models, strategies, and reputation.

192. CMI expectation of economic advantage has been lost or will be lost as a direct and proximate result of Defendants unjustified, unexcused and tortious conduct.

193. Defendants' unlawful conduct was and is injurious to CMI's business interests and economic advantage and transgresses generally accepted standards of morality and law.

194. The Estate has suffered damages as a direct and proximate result of the Defendants' tortious interference with CMI's contracts and prospective economic advantage.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment

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against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT THIRTEEN
(Accounting)

195. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

196. As described herein, Defendants have maliciously interfered with the existing business and contractual relations of CMI.

197. As the owner of CMI's tangible and intangible assets, The Estate is entitled to an equitable accounting of Defendants' books and records to ascertain and determine the amount of monies or revenues enjoyed by Defendants since June 21, 2016 to the detriment of the Estate.

198. The Estate is entitled to an equitable accounting of Defendants' books and records to determine the amount in which Defendants have been unjustly enriched as a result of Defendants' unlawful acts, bad faith and misconduct.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct

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competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages, together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

COUNT FOURTEEN
(Unjust Enrichment)

199. The Estate repeats and hereby alleges each and every preceding paragraph of this Verified Complaint as if fully set forth herein.

200. As a result of the actions described herein, Defendants have been enriched and enjoyed a certain degree of revenues, profitability and other benefits stemming primarily from the Defendants' misappropriation of CMI's Trade Secrets and tortious interference with CMI's business interests.

201. Defendants' retention of any such benefits would be unjust.

202. To the extent Defendants have been unjustly enriched at the expense and to the detriment of the Estate, the Estate has been damaged.

WHEREFORE, Plaintiff, the Estate of Christopher Maynard hereby demands judgment against Defendants Allen Mackley and CMIVFX, Inc., jointly and severally, temporarily, preliminarily and permanently enjoining Defendants from further operating CMIVFX, Inc. and compelling Defendants to relinquish control of the PayPal account and cease any direct competition with Plaintiff, and from further damaging Plaintiff's goodwill, brand and reputation, and enjoining Defendants from misappropriating of further misappropriating CMI's Trade Secrets, awarding Plaintiff compensatory, incidental, consequential and punitive damages,

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together with reasonable attorneys' fees, litigation costs, investigation costs, costs of suit, interest, and any such additional relief as this Court may deem necessary, appropriate and just.

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A Professional Corporation

By: */s/Brian E. Kasper*
BRIAN E. KASPER

Dated: March 6, 2017

VERIFICATION

I, Arthur Maynard, the administrator of the Estate of Christopher Maynard, deceased, declare under penalty of perjury that the foregoing is true and correct in accordance with 28 U.S.C. § 1746.

ARTHUR MAYNARD

Dated: March 6, 2017

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